

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA
MARTINSBURG DIVISION**

In re:

**AMANDA B REID,
DEBTOR.**

**CHAPTER 7
CASE NO. 19-00824**

**CITIZENS BANK NA F/K/A RBS CITIZENS NA,
MOVANT,**

vs.

**AMANDA B REID,
RESPONDENT.**

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY
OR IN THE ALTERNATIVE ADEQUATE PROTECTION
(REAL PROPERTY LOCATED AT 45 COLONIAL DRIVE, CHARLES TOWN, WV 25414)**

NOTICE

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE IN THIS BANKRUPTCY CASE. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.)

TO: AMANDA B REID, DEBTOR

IF YOU DO NOT WISH THE COURT TO GRANT THE RELIEF SOUGHT IN THE MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, THEN WITHIN FOURTEEN (14) DAYS FROM THE DATE OF SERVICE OF THIS MOTION, YOU MUST FILE A WRITTEN RESPONSE EXPLAINING YOUR POSITION WITH THE COURT AND SERVE A COPY ON THE MOVANT. UNLESS A WRITTEN RESPONSE IS FILED AND SERVED WITHIN THIS FOURTEEN (14) DAY PERIOD, THE COURT MAY DEEM OPPOSITION WAIVED, TREAT THE MOTION AS CONCEDED, AND ISSUE AN ORDER GRANTING THE REQUESTED RELIEF WITHOUT FURTHER NOTICE OR HEARING.

IF YOU MAIL YOUR RESPONSE TO THE COURT FOR FILING, YOU MUST MAIL IT EARLY ENOUGH SO THE COURT WILL RECEIVE IT ON OR BEFORE THE EXPIRATION OF THE FOURTEEN (14) DAY PERIOD.

CITIZENS BANK NA f/k/a RBS CITIZENS NA ("Movant") hereby moves this Court, pursuant to 11 U.S.C. §362, for relief from the automatic stay or in the alternative for adequate protection with respect to certain real property of the Debtor having an address of **45 Colonial Drive, Charles Town, WV 25414** (the "Property"), for all purposes allowed by the Note (defined below), the Deed of Trust (defined below), and applicable law. In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 7 of the United States Bankruptcy Code was filed with respect to the Debtor on September 27, 2019.
2. The Debtor has executed and delivered or is otherwise obligated with respect to that certain promissory note in the original principal amount of \$34,500.00 (the

"Note"). A copy of the Note is attached hereto as Exhibit A. Movant is an entity entitled to enforce the Note.

3. Pursuant to that certain Deed of Trust (the "Deed of Trust"), all obligations (collectively, the "Obligations") of the Debtor under and with respect to the Note and the Deed of Trust are secured by the Property and the other collateral described in the Deed of Trust. The lien created by the Deed of Trust was perfected by recording of the Deed of Trust in the office of the Clerk of the County of Jefferson, West Virginia. A copy of the recorded Deed of Trust is attached hereto as Exhibit B.

4. The Debtor's Statement of Intention indicates the Property is to be surrendered.

5. As of January 1, 2020, the unpaid principal balance due is \$28,186.39 and the approximate outstanding amount of Obligations less any partial payments or suspense balance is \$29,916.58.

6. The following chart sets forth the number and amount of payments due pursuant to the terms of the Note as of January 1, 2020:

Number of Payments	From	To	Monthly Payment Amount	Total Amounts Delinquent
9	05/01/2019	01/01/2020	\$253.15	\$2,278.35
Less partial payments:				(\$0.00)
Total:				\$2,278.35

7. As of January 1, 2020, the total arrearage/delinquency is \$2,303.35, consisting of (i) the foregoing total of payments in the amount of \$2,278.35, plus (ii) the following fees:

Fee Description	Amount
Accrued Late Charges	\$25.00

8. The estimated value of the Property is \$280,000.00. The basis for such valuation is: Debtor's Schedules, a copy of which is attached hereto as Exhibit C.

9. Cause exists for relief from the automatic stay for the following reasons:

- i. Movant's interest in the Property is not adequately protected.
- ii. Pursuant to 11 U.S.C. §362(d)(2)(A), the Debtor has no equity in the Property; and pursuant to §362(d)(2)(B), the Property is not necessary for an effective reorganization. According to the Debtor's Schedules, there is an additional lien on the subject Property in the approximate amount of \$247,532.00.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by applicable law, the Note, and the Deed of Trust, including but not limited to allowing Movant to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property and any and all other collateral pledged under the Deed of Trust.

2. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.

3. For such other relief as the Court deems proper.

In the alternative, Movant requests that this Court enter an order providing Movant with adequate protection of its interests in the Property.

Dated: January 14, 2020

CITIZENS BANK NA F/K/A RBS CITIZENS NA

By: /s/ D. Carol Sasser

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CERTIFICATE OF SERVICE

I certify that on January 14, 2020, the foregoing Motion was served via CM/ECF on Aaron C. Amore, Trustee, and David P. Skillman, Counsel for Debtor, at the email addresses registered with the Court, and that a true copy was mailed via first class mail, postage prepaid, to Amanda B Reid, Debtor, 45 Colonial Drive, Charles Town, WV 25414.

/s/ D. Carol Sasser

D. Carol Sasser, Esquire

Samuel I. White, P.C.